

1888-003 Chancery Causes: Asgn. of R. B. Terrill for &c vs. Jeremiah Harber &c
Lee Co.

Bales, Richmond, Fulkerson, Daugherty

CA- Contract Dispute
T-Property

To the Hon. John A. Kelly Judge of the Circuit
Court of Lee County Virginia:

Humbly complaining your Obedient Joseph W. Sales
assignee of H. B. Terrill who sues for the benefit of
William Richmond (colored) would respectfully show
unto your Honor that about the latter part of the year
1871. One Jeremiah Harber rented or leased from said
H. B. Terrill of Madison County Kentucky a certain
house in Rogersville in said County known as the Coffy
House, and also that part of a certain other house used
as a Black Smiths Shop, including the use of the Black
smith tools, but excluding from his Occupation & control
the residue of said house not used as a Shop, for the period
of One year, commencing January 1 1872 and ending on
the 31st of December 1872. And for this property so rented
the said Jeremiah Harber undertook and bound himself by
a writing to pay to said H. B. Terrill the sum of One hundred
and fifty dollars which by the terms of said written con-
tract became due and payable on the first day of Jan'y 1873
And this written contract so entered into between said Terrill
and said Harber is herewith filed as a part of this bill
marked (A.) and is prayed so to be considered & treated.

Your Orator further states that although said contract of lease was made and agreed to at the time before stated, yet the contract was not reduced to writing until the 28th day of Oct. 1872 toward the close of the year for which said property was so rented, but by the express written terms of said contract the same was to relate back to the first day of January 1872 and was to be in full force and effect from that date, as will be seen by reference thereto. Your Orator now states that he was born and raised to manhood in the county of Lee State of Virginia but that soon after the close of the late war he emigrated to Madison County Kentucky, where he has continued to reside ever since and where he still lives, And at the time said contract of renting was made between said Terrell and said Harber, the latter had then but recently moved from Lee County Va. to Madison County Kentucky, where he was an entire stranger to everybody, except your Orator who was well known to him, and he to some extent known to your Orator. About the time said contract was made said Terrell knowing that your Orator was to some extent acquainted with said Harber, applied to him in order to learn whether or not it could be prudent and proper in him to lease said premises

to said Harber on a credit, when your Orator recommended
said Harber to him as a man that would do to trust
and as a suitable and fit person to lease said property to.
and said contract of renting was accordingly made:

Your Orator states that just before the money for said
leased premises became due and payable, the said
Jeremiah Harber without having paid to said Terrill
any part thereof secretly and slyly absconded from the
state of Kentucky, and moved back to Lee County Virginia:

Your Orator states that said Harber having thus
absconded from Kentucky, without paying said Terrill
anything for the property so leased and occupied by him
and your Orator having recommended said Harber as a
man that would do to trust, to said Terrill, he felt
himself morally bound to see that said Terrill was
paid for the use of said property, and your Orator
to attain that end, proposed to, and did purchase of
said Terrill, the written contract obligation which he
held on said Harber for the price of said leased premises

And said Terrill thereupon by a writing at the foot
of said written contract, for value received assigned the
same to your Orator as will be seen by reference to said
exhibit (A)

Your Orator states that said written assignment through
some careless inadvertence or mistake was dated Dec:
the 7-1871 when in truth and in fact it should be
dated sometime during the year 1873 the exact time not
now known or remembered: Your Orator further states
that from the time he purchased said obligation as aforesaid
claim to the month of Sept. 1882 said Harber was a
citizen of the state of Virginia, and being such your
Orator had no opportunity of asserting his said claim
against said Harber in the state in which the contract
was made; And even if he had remained in the state
where it was executed, or if he had followed him to the
state of Virginia and had ^{here} asserted his claim through
a legal channel, his efforts would have been unavail-
ing because said Harber was wholly insolvent prior
to the month of Sept 1883. Your Orator now states that
after he had so purchased said claim, and the same was
assigned by said Terrill as aforesaid, and before Sept. 1882
while said Harber was a citizen of Lee County Virginia he
having become satisfied that he should not be able to realize
anything out of said Harber sold transferred and assigned

by delivery only said written obligation and contract on
said Harber, to William Richmond, the Beneficial plaintiff
who was at the time as well as now a citizen of Lee
county Virginia and to whom the money on said written
contract is now due and owing, no part thereof having ever
been paid thereon by said Harber to said R. B. Trull. Your
Orator or said Mr. Richmond, Your Orator further
states that while said Richmond owned and held
said obligation and contract against said Harber in said
county of Lee, that said Harber again removed to the
State of Kentucky and is now a resident of Laurel
county therein as your Orator is informed and believes:

Your Orator now states that one Charles Daugherty lately
departed this life intestate in the county of Lee, leaving
a valuable real and personal estate in said county. said
real estate lies on both sides of the main road about
14 miles west of the Town of Jonesville, and said per-
sonal estate is in the hands of one L. D. Fulkerson
Curator of the estate of said Charles Daugherty deceased.

Your Orator further states that said Jeremiah Harber
is one of the heirs at law of said Charles Daugherty deceased, and

that as such heir at law he inherited from his uncle the said Charles Daugherty dead, One undivided fourth part of his real estate, and a like interest in his personal estate.

Your Orator therefore alleges that said Jeremiah Harber is the owner of real estate situated in said county of Sagadahoc that he has an interest in personal estate in the hands of said L. D. Fulkerson of said county as such curator, both of which your Orator is advised is liable to be applied by a court of equity to the payment of your Orators said claim, and to obtain that end is the object of this suit.

Your Orator therefore prays, that said Jeremiah Harber R. B. Terrill and L. D. Fulkerson as such curator be made parties defendants and be required to answer the statements of this bill fully on Oath. That an Order of publication be entered posted and published against said Harber Terrill that process of foreign attachment be issued against said Harber, and served on his real estate and that such personal estate be attached in the hands of L. D. Fulkerson as such curator, and upon a final hearing of the cause, that a decree be entered in favor of your Orator as assignee of R. B. Terrill for the benefit of Wm. Richmond against said Harber for \$150.00 with legal

interest thereon from January 1st 1873 till paid and costs
that said real estate or so much thereof as may be necessary
for the purpose he deemed to be sold ^{to pay said claim} and said personal estate
should be able therefor. And if your Orator is in any wise mis-
taken in this his special prayer, then he prays for all
such general relief as it is meet for a court of equity to
grant in the premises. May the Courtenance with writ
of Sp. issue directed &c.

Harry J. Morgan for Off

9.17^{PD} to Aug 87
 N.P. 4.50 00
 S 1.00
 d 15.00 00
 J. 5.00 00
 \$4.67
 1.48 to Aug 87
 \$36.15

Joseph W. Bales appt for

vs { Bill + F. Attachment

Jessie H. Harber + al

1884 Jan'y - 24 Bill Filed.
 " Feb'y Bill + d by att.
 acting to, + cont'd for O.P.
 " March, continued " "
 " Apr. May, June Cont'd,
 " July, Or. P. Cont'd, + D. N.
 " Aug. V. N. Conf'd and
 " Cause set for hearing
 along Plaintiff.
 " Aug. adj'd + cont'd
 1885 Mr. Decree + Cont'd
 " Aug + Nov Cont'd
 1886 Mr. Continued
 " Aug Decree + Cont'd
 1888 Apr. Decree final

To the Hon, John A. Kelly Judge of the Circuit
Court of Lee County Virginia:

The separate answer of L.D. Fulkerson to a
Bill filed in this honorable Court against him and
Jeremiah Harber by Joseph W. Bales assignee of R.D. Jewell
who sues for the benefit of William Richmond.

Respondent says that he knows nothing about
the claim sought to be enforced by this Bill against his
co-deft Harber. He supposes however that it is true
that the latter is one of the heirs at law of Charles
Daugherty dead, and that as such he inherited an
undivided fourteenth part of said Daughertys real
and personal estate.

Respondent says he is Curator of said Daughertys
estate, and that as such he has received some four
thousand dollars of personal estate, and in all
probability may receive something further, but as
to how much he has or may hereafter receive he cannot
now state precisely, nor can he say how much may
be due to his co-deft Harber. Respondent is informed
however that the Legatus under the will of Polly Daugherty
late widow of said Charles are entitled to one half of
such personal estate as may remain after debts & charges.

and that the remaining half will have to be subdivided into 14 equal parts, of which one will be due said Harber.

Respondent says Charles Daugherty during life was adm^t. of the estate of John M. Beatty dead. and died without having fully settled up the matters of that estate. And that recently some of said Beatty's heirs have brought suit for a settlement of the matters pertaining to that estate, and are claiming a considerable sum as being due them from said Daugherty but as to whether any thing is due them or not. this respondent cannot say, But until this and all other matters against said Daugherty's estate is settled, this respondent is advised that he cannot with safety to himself admit that there is any thing in his hands due his co. debt, Harber.

Respondent says that his co. debt Harber has already appropriated from fifty to one hundred dollars of such personal estate as may be due him, by drawing orders on respondent in favor of R. M. Bales & C. E. Baylor for the amount of debts owing by him to them respectively.

Respondent is ready and willing when he can do so safely to pay any sum which may be ultimately

be found due said Harbor to whomsoever you shall
may direct Respondent having now answered
as fully as deemed Material says to be him dismissed

L. D. Fulkerson
Clerk

L.D. Fickerson Curator

ad. } Answer

Joseph W. Bates appt. for.

Filed at June Rules 1882

J. H. Hyatt
clerk

To the Hon. John A. Keely Judge
of the Circuit Court of Lee Co Va
The Demurrer and Answer of
Jeremiah Harber, to a bill filed
in this Hon. Court by Joseph M. Bales
for &c against him and others.

Defendant says the plffs
bill is not good and sufficient
in law and of this he prays Judge-
ment &c.

But if any other or further
answer be deemed necessary, ans-
wering he says it is true he
executed the paper sued on, for the
property or purposes mentioned therein.
He occupied the same for about 8
months when the presence of the
small-pox induced respondent re-
move temporarily from the property
to the County of Jackson from which
latter place he removed to Virginia.
But he did slip off or run-away as
the plff states, but went in daylight
and publicly, and did not leave un-
till he had paid as much on said
property as the parties were entitled
to receive. The original lessee before
the time expired sold the premises

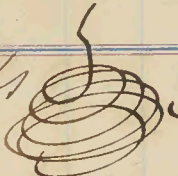
one Warren Harris, who greatly in-
terrupted the defendant in the use
thereof by occupying said shop for
different times so that he could not
carry on his work. Before respond-
ent left he saw the said Terrell and
gave him about \$60 worth of account
selectd by himself or men of his
acquaintance, to be credited upon
said claim and the same has never
been returned or accounted for. - Re-
spondent done work at his shop for
said Terrell to the amount of \$25. or
\$30, which was also to be credited
upon said account. - Respondent left
a cook stoves household and kitchen
furniture on said premises worth
about \$40, which he supposes re-
charges said Terrell got, & then oc-
cupied the premises for the residue of
the time, which would over pay
said obligation. - And so if the plff
is morally bound to pay other people's
debts, it would at least be
prudent in him to ascertain whether
or not they are just & proper, before
parting with his money. - And then have
employ a worthless negro, who

is not worth anything to sue or
harass men who never sought the
plffs endorsement or has any thanks
to return him for favors shown.

Respondent is advised said claim
is based by limitation whether con-
sidered under the laws of Virginia
or Kentucky the benefit of which
he here pleads. He denies that Wm
Richmond has any interest in the suit
and charges that his name is only a
dodge of the plff to avoid the
payment of costs. And having now
fully answered he prays to be
hence dismissed with his costs
A. L. Richmond

Sworn to before me by Jeremiah Harben
in due form Aug. 27th 1884
J. A. Hyatt C. C.

JP
Jeremiah Barber

Advs  Answer.

Jos. W. Baker for

Filed in open court
by leave thereof
Aug. 29th 1884
J. A. Hyatt C. C.

Jos. W. Bales assnt. for the Peff
vs.
Jenny Harber & al Defts. } In Chy

Upon calling this cause at the present term of the court, it was announced at the bar by the counsel for the Peff that the debt and costs heretofore decreed the plaintiff, against the debt. - Jenny Harber in this cause, had been fully paid by L. D. Fulkerson executor of the estate of Chas. Daugherty decd & Chas. E. Baylor. It is therefore ordered that the parties be hencea discharged and the cause is stricken from the docket.

Jos W Bales assn + for

as { Decm No 3. final

Jerry Harber vol

Entd Chcy "C.B.,

page 112 -

J. H. Hyatt

Entered this
April 8th 1888.
H. S. K. M.

Jos W. Balis assignee for the Poff

vs.

Jeremiah Harber & others

Defts

In Chy

This cause came on further to be heard this day on the papers formerly read in the cause and a statement made by J. A. G. Hyatt a cont. in the chancery cause of Andrew Edmonson Guard & against L. D. Fulkerson as curator of Charles Daugherty & others & the statement at the foot thereof made by H. J. Morgan atty for the Poff in this cause marked (A. B) and was argued by counsel And it appearing from said statements first that there is in the hands of said L. D. Fulkerson Curator of Chas. Daugherty dead, the sum of \$192.22 due the said Jeremiah Harber as one of said Daugherty's heirs as of Augt the 25 1886 and that said personal estate has been attached by foreign attachment in this cause. Secondly that there are other claims on said fund to the extent of \$88.52 as of Augt 25 1886, leaving the sum of \$103.70 liable to the Plaintiffs attachment in this cause. It is therefore adjudged ordered and decreed that the said L. D. Fulkerson Curator of said Daugherty on account of the fund in his hands due said Jerry Harber pay to the plaintiff the sum of \$103.70 with interest thereon from Augt 25 1886 till paid & execution is awarded against the ~~def~~ ^{being} for said sum, and when the same shall have been paid it will operate as a discharge to said Fulkerson as curator aforesaid to that extent, and shall also be a credit ^{as of the same date,} of the same sum on the decree in this cause of March 25 1885 in favor of the Poff vs. Jeremiah Harber & others ^{is continued}

For Mr. Balis account

as } Sum No. 2

Jerry Harbor & others
Entered page 552

Entered this
Augt 2 1886

J. A. K.

Joseph W. Balis assignor for Peff.

vs.

Jeremiah Harber & al.

Defts.

In Chy.

This cause came on this day to be heard, on the bill of the plaintiff and exhibit therewith. The answers of the defendants and replication thereto, the deposition of witnesses and was argued by counsel: On consideration of all which it is adjudged ordered & Decreed that the Plaintiff recover of the defendant Jeremiah Harber \$150.00 the amt due in the bill and proceedings mentioned, with legal interest thereon from the first day of January 1873 till paid and the costs of this suit; And an attachment having been issued in this cause on the 28 day of January 1884 and levied by the Sheriff of the County on the 30th day of January 1884. On the defendants undivided interest in the real estate known as the late Charles Daugherty land the same being one fourteenth part thereof, and by seeing a copy of the said attachment on the same day on the apt L. D. Fulkerson curator of said Charles Daugherty, and: It is therefore further adjudged ordered and decreed that the service and levy of said attachment creates a valid and binding lien on said real estate, and on such personal estate as may be due the apt Harber from the defendant L. D. Fulkerson, but as it does not appear how much personal estate there is in the hands of said Fulkerson as curator aforesaid which may be applied to the debt above decreed the plaintiff: The Court for the present declines to order the real estate so attached be sold & the cause is continued.

Joseph W. Bates apu ju

125 { Decm. 1

Jimmie Harbor and
Mr. Lerow 1885-

Entid page 428-9
J. A. Hyatt C. B.

Enter this
March 26/85—
J. A. K.

Joseph W. Bales assignee

AGAINST

Jeremiah Harber et al

To Jeremiah Harber

Plff

Defts

In Chy Circuit Court Lee County Va.

You will please Take notice that on the 16th day
of October, 1884, at the office of Jany Sullivan, in the City of Richmond Madison
County, State of Kentucky I will proceed to take the deposition of R. B. Terrill and
Joseph W. Bales which are instructed to be read as evidence on behalf of Joseph W. Bales assignee of said Terrill who lives in the City of Richmond
in a certain suit in Chancery now pending in the Circuit Court of Lee
County, State of Virginia wherein said Bales assignee is
Plaintiff and said Jeremiah Harber et al are Defendants. And if from any
cause the taking of said deposition is not begun on that day, or being begun not completed, the same will be
continued from day to day or from time to time, and, if desired, from place to place, until the same are complete. You
may attend and cross-examine if you wish.

Witness my Self 19th, 1884.

Very Respectfully,

Joseph W. Bales assignee

By Henry J. Morgan

Joseph W. Bales of August 1884

no $\frac{2}{3}$ Notice - Oct 16 1884.

Jeremiah Harber

Executed on the 20th day of
Sept 1884 by delivering to
Jeremiah Harber a copy of
the within notice

J. H. Ewing D. S.
for R. D. Flanery
J. L. C.

The Commonwealth of Virginia.

To any Justice of the Peace, Notary Public or Commissioner appointed by the Governor of said State, resident in the State of *Kentucky* authorized to take Depositions in the County of *Madison* State of *Kentucky*—GREETING:

Know ye that we, trusting to your fidelity and provident circumspection, do require you, that at such time and place as you shall appoint, to call and cause to come before you *R. B. Terrell and*

Joseph W. Bales

Witness on behalf of *said Joseph W. Bales, assignee to*

in a certain *in Chancery now*
pending in the *circuit* Court of Lee County between *said J. W. Bales assignee to*
Plaintiff and *Jeremiah Harber et als* Defendant and *them* diligently
examine, touching the same in solemn form on oath or affirmation, and having received *their* examination as aforesaid,
that you distinctly, plainly, and without delay certify, sign, and send the same enclosed into our said Court together with
this Writ. Witness, J. A. G. HYATT Clerk of our said Court, at the Court House, this the *18th* day of *September*
1884, in the *109* year of the Commonwealth.

John A. G. Hyatt, Clerk.

I do solemnly swear that *R. B. Terrell & Joseph W. Bales*
whose names *are* mentioned as witness in the commission above *are* non-resident of the State of
Virginia, so help me God.

Sworn to before me this *18th* day of *Sept.* 1884

Henry J. Morgan
J. A. G. Hyatt, Clerk.

Joseph W. Bales assignee

vs } Court to take
} deposition

Jeremiah Harber et al

State of Kentucky: Madison County. Sch.
Joseph M. Bales vs. Plff. Chancery Ct.
Against Court Lee County
Jeremiah Harber vs. Deft. S. Virginia.

The deposition of Joseph M. Bales,
taken at the Law Office of Jerry A.
Sullivan in the City of Richmond Ky,
on October 16 1884 pursuant to notice,
and commission herewith returned
to be read as evidence in the Chancery
Circuit Court of Lee County Vir-
ginia, in the action of Joseph M. Bales
assignee vs. against Jeremiah Har-
ber et al. pending therein, for plff.

The witness being of lawful
age and first duly sworn states:

I reside in Madison Co Ky, near village
of Kingston and am the assignee of
R B Terrill in this action. Have re-
sided in this County for fourteen
years. I came from Lee Co Virginia
where I was born. I was acquainted
with said Jeremiah Harber to defen-
dant in this action. I think it was
in 1872 that said J. Harber came to
this County with his family. At
my instance and on my recommen-
dation he rented a ~~house~~ from
R B Terrill, a dwelling house, garden
and a portion of a shop. ^{at Bergsville now known as Terrill}
Said Jeremiah
Harber was a blacksmith & pursued his
trade there until the fall of 1872.
A portion of said shop as is shown

per contract filed in this action, was excluded from the control and use of said Harbor. Sometime during the fall of 1872 Harbor left this County and went back to Virginia, as ~~he~~ he said when he left Rogersville, that he was afraid of small pox, then raging in Richmond about five miles from Rogersville, and intended going to Jackson an adjoining County until it subsided, when he would return to Rogersville. It was well known in the neighborhood within a few days that he had left to go directly ~~for~~ to Virginia and the pretended fear of small pox was only a pretext for leaving Rogersville. At the time he left, he was indebted to various parties in the neighborhood of Rogersville, ^{it was surmised} and left without paying any of them and has never returned to the County to my knowledge. There was a written contract between Terrell & Harbor relative to the rent of this property. For value received said R B Terrell has assigned the debt against Harbor for rent of the property to me. The assignment was made by Terrell on December the 7th 1873, ^{in his assignment} misstated by Terrell, Dec. 7. 1871 I know William Richmond. He worked for me nearly two years in this County, he has the interest he claims

in the recovery of this debt and as
shown in the pleading in this case
I demanded payment of this debt after
it came into my possession twice of
said Harber in Lee County, Virginia.
Each time he said it was just
and unpaid and never claimed
that he had paid any part of it or
that he had any offset against it.
and furthermore promised to pay
it just as soon as he was able.
At some time he promised to make
a two horse waggon in payment
but he never did it and has never
paid me any part of the debt.
Had it not been for my personal
~~recommendation~~ ^{recommendation} Harber could never have
rented said shop & dwelling house or
have had any credit in the neigh-
borhood. On account of my previous
acquaintance with him in Virginia
I did what I came to assist ^{him}, not
knowing at the time the ~~to~~ man-
ner in which he left Virginia.
William Richmond was at the time he
lived with me a sober, honest and
industrious man and unlike
said Jeremiah Harber paid every
cent he justly owed before leaving
this County.

W. Bales

Ordered that the further taking of deposition
in this case be continued to Oct 22, 1884
at same place stated in caption
att

Robt R Burman Notary Public

Met pursuant to an adjournment on
the 22nd day of October 1884 at the
place stated in the caption.

Also the deposition of A B Terrill
to be read as evidence in this action
who being first duly sworn states

Deposition I reside in Madison County, Kentucky.
I moved ~~to~~ in 1872 and several houses and
lots in the town of Rogersville Ky, now
known as Terrill Ky. On the recommen-
dation of Joseph W Bales I rented a house
and lot and a portion of a shop to
said Jeremiah Harber, being one of the
houses aforesaid in Rogersville, price
agreed on was \$15⁰⁰ - Dollars. Several
months after this contract was reduced
to writing, and under said contract the
rear part of the shop was ~~made~~
excluded from the use of said Harber there
was ^{for} apportion in said shop. Harber took
possession under this contract some
where about the first of the year
I can't remember exactly the month.
He live^{there} until late in the Autumn
and left the county & I suppose was in
Virginia before I knew that he had left
this county. I was at that time clerk
of the Madison Circuit Clerk, residing
in Richmond and did not go to
Rogersville more than once or twice
a year it being five miles away.
I was never notified by him of his
intention of leaving and the property

remained vacant until the beginning of
the next year. He left the County
very much in debt to sundry parties
in the neighborhood. The dwelling house
and lot was never sold to Warren Harris
by a title. The shop was sold to said Harris
but he got possession only of that part
reserved by me in the original
contract, and I don't believe Harris
ever interrupted him in the possession
or use of said shop. I have never been
paid one cent by Jeremiah Harbe on
rent of this property. He never gave me
an account ^{or account} to be credited on his rent
debt and that statement in his answer
is wholly untrue. I went to Rogersville
and inquired of various parties who
had patronized his shop in order to
save what part of my rent I could
but it was an universal fact that
complain that he owed every body
and I never collected a cent of his
accounts. because I never could
find who owed him. And it is
absolutely false that he ever did a
bit of work for me. I had no
"Black smithing" to be done, and he
did none for me. He left no cook-
stove, no household nor kitchen furniture
which ever came into my possession
When I purchased in June following
to rent the property it was empty
for value received I assigned this

Contract to J. W. Bales. On Dec 7-1873. The assignment is dated 1871 by mistake instead of 1873.

He never gave me any accounts to collect & for this reason I have never returned any to him.

R B Terrill

State of Kentucky }

Madison County }

I Robert R Burnham Notary Public in and for the County & State aforesaid do hereby certify that the within and foregoing Depositions of Joseph W Bales and R B Terrill were taken, subscribed, and sworn to by them respectively at the time and place therein stated to be read in the Case stated in the Caption, Said Witnesses having been by me first duly sworn that the testimony they should give, should be the truth, the whole truth and nothing but the truth, and their statements severally having been reduced to writing by ^{me} and then signed by them in my presence, all of which is hereby duly certified.

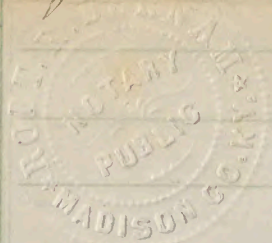
Given under my hand and seal of Office at Richmond Ky this 22nd day of October 1884 A.D.

Robert R Burnham

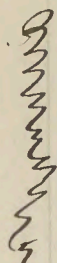
Notary Public

Madison County
Ky

Term of office expires in Jan'y 1889



In Bales of me

vs.  Disposition
for
Plaintiff

Jeremiah Warben

Recd thro. mail
and filed Oct. 29/1884.
J. A. Hyatt

Le letrofee for Com. .50^c

Notary Fees \$4.⁵⁰

Joseph W. Ballis apu & for & Peff
vs.

Jeremiah Harber vs Defts

I do swear that Jeremiah Harber & R B.
Terrill defts in this cause are non residents
of Va. as I am informed & believe so help
me god.

Henry J Morgan

Sworn to before me

May 3rd 1884. J. A. Hyatt

clerk

Joseph W. Bales
vs $\frac{1}{2}$ affidavit
Jeremiah Harbino

Joseph W. Bales assignee for J. Peff

vs.

Jeremiah Harber & others

Defts

In Chancery

I William Richmond the beneficial plaintiff in the above styled cause now pending in the Circuit Court of Lee County, do swear, that I verily believe the claim sought to be recovered in this suit, is just and wholly unpaid; that the peff J. W. Bales as assignee of R. B. Terrell for my benefit ought to recover in said suit against Jeremiah Harber the sum of One hundred and fifty dollars with legal interest thereon from January 1 1873 till paid, that said claim is just, that the peff has present cause of action against said Harber thereof, that said Harber is a non resident of the state of Virginia, but that he owns real estate situated in Lee County, V., and has money due him in the hands of L. D. Fulkerson curator of Charles Daugherty, decd, who resides in said county, both which are liable to be attached for said claim as I am informed & believe so help me god.

William ^{his} Richmond
mark

Subscribed & sworn to before me by

Wm. Richmond (colored) Jan'y the 21 1884

Peter Bays J.P.

Joseph W. Bales agent r. for r.

vs. { Aff'd. for Attachment

Jeremiah Harber

I have rented from R. B. Terrill for the year 1872 the house in Rogersville Madison County Ky. known as the Coffey House, and also the use of that part of the Shop used as a black Smith shop including the use of the black Smith Tools, and excluding from ~~his~~^{my} occupation or control the residue of said shop.

for which I agree to pay him one hundred & fifty dollars due and payable on the 1st Jan. 1873. I bind myself to return said premises ^{and Tools} in as good condition as when I took possession natural wear and tear excepted and agree to surrender possession on the 31st of Dec. 1872 without notice to quit.

This obligation made in pursuance of a parol agreement relates back to 1st Jan 1872 and is to be in full force and effect from that date. This Oct. 28th 1872

att

Robert Gilber

Jeromeck Harbor

For above received I assign the above obligation to J. W. Bales
Dec 7th 1874 R. B. Terrill.

Jos W. Bales

Kingston

Madison Co

Ky

Jeremiah Selver

Note

\$ 150 00

11

(A)

Andrew Edmerson Guard & Poff

vs.

S. D. Fickerson curator & al.

Defts

In Chy

I hereby certify that by my report to Court filed in the above styled cause, I find that there is due of the fund now in S. D. Fickersons hands as curator of Charles Daugherty decd. to Jeremiah Harber one of said Daughertys heirs the sum of \$192.22 as of Augt the 25 1886.

Augt 27 1886

J. A. Hyatt Couror

It is submitted by the undersigned counsel for Jos. W. Balis assignmt. for ss. Jos. Harber & al that the following claims have priority over the attachment in said cause so far as Harbers personal estate is concerned & must be first paid out of it:

Harbers. Order to R. M. Balis Jan 1 1884.	59.00
Ent on sum to Augt. 26 1886.	10.94
Whithead Judgt & Sequestration as Harber Nov. 13/80	5.00
Ent on sum from Mar 4/82 to Augt 26 1886.	1.83
Add for costs of suit	2.25
Total sum of claimants - -	\$ 88.52

Amount due Harber as first above Augt 26. 1886 \$192.22

Two claims next above to be first paid

88.52

Leaving for Jos. W. Balis assignmt. this sum 103.70

H. J. Morgan atty for

Jos W. Balis assignor

Jo. 97. Balis aram & frow

no } John B. Hyatt's Statement

James H. Barber & Co.

A.B.

Virginia

At Rules held in the Clerk's office
of the Circuit Court for Lee County on
Monday the 5th day of May 1884.

Joseph W. Bales assignee for the Plaintiff
against

Jeremiah Harber & others Defendants

In Chancery

The object of this suit is to recover
against the defendant Jeremiah Harber
the sum of \$150.⁰⁰ with legal interest thereon
from the 1st day of January 1873, ^{until payment} and
to subject to the payment thereof
the undivided real Estate, and the
personal effects in the Bill and proceedings
mentioned which has been attached for
the purpose. And it appearing from
an affidavit filed in this cause that
~~that~~ the defendants Jeremiah Harber
and R. B. Terrill are non residents
of this State:— It is therefore ordered that
they appear here within one month after
due publication of this order and do
what may be necessary to protect their
interest in this suit.

A Copy Lest—

H. J. Morgan D. C.

J. A. Hyatt
Clerk

Joseph W. Rules ass-
vs ³/₃ Order Rule
Jeremiah Harben

I certify that I
delivered to the Leo
County Sum, an
official copy of the
within order for
Rule, posted a
like copy on the
front door of the
Ct. H. at the
May term of
the County Court

De A Hyatt
clk

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

R. B. Lerrill and L. D. Fulkerson *Jeremiah Harber,*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

February next being rule day to answer a bill in chancery exhibited in our said Court against *them*
by *Joseph W. Bales* assignee of
R. B. Lerrill, who sues for the benefit of
William Richmond (Col'd.)

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

28th

day of

January

1884,

in the 10

8

year of the Commonwealth.

J. A. G. Hyatt

Clerk

The proper affidavit having been made,
the officer serving this process, will
attach the Real and personal Estate
of the left Harber, and hold the same
subject to the future order of the Court

J. A. Hyatt
Clerk

N. J. M.

Joseph W. Balesan
for ok

vs }
Spa in ch }
}

Jeremiah Harber et al

to February Rules 1884

I have received the attachment
enclosed herein. On one under-
lined fourth part of the
real estate owned by Charles
Dunglenty at his death as the
property of the left Harber
and I have further executed
the same by delivering to
L.D. Feltman a copy hereof

Jan 30/1884

J. H. Emery & S
for R. D. Feltman

Publisher's Certificate.

JONESVILLE, VA.,

Aug 18, 188*4*

I, *J. M. Morgan*, Publisher of the LEE COUNTY SUN, a weekly newspaper published at Jonesville, Lee County, Virginia, do certify that the annexed

Chancery Order was published four successive weeks in said newspaper, publication ending

June 5-74, 188*4*

J. M. Morgan, Publisher.

Pub fee \$5.-

VIRGINIA—

At Rules held in the Clerk's office of the Circuit Court for Lee County on Monday, the 5th day of May, 1884.

Joseph W. Bales, Assignee for &c.,		
Plaintiff,	}	In
against	}	Chan'ry.
Jeremiah Harber and others,	}	
Defendants.	}	

The object of this suit is to recover against the defendant, Jeremiah Harber, the sum of \$150.00, with legal interest thereon from the 1st day of January, 1873, until payment, and to subject to the payment thereof the undivided real estate, and the personal effects in the bill and proceedings mentioned which has been attached for the purpose. And it appearing from an affidavit filed in this cause that the defendants, Jeremiah Harber and R. B. Terrill, are non residents of this State: It is therefore ordered, that they appear here within one month after due publication of this order and do what may be necessary to protect their interest in this suit.

A copy—teste: J. A. G. HYATT.
H. J. MORGAN, P. Q.

Joseph M Bales
v.s. $\frac{3}{4}$ Pub Certificate
Josephine Harber

Pub fee 5.00